



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 07, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29 January 7, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENTS FOR  
FOOTHILL BOULEVARD FROM ROSEMEAD BOULEVARD TO  
MICHILLINDA AVENUE ROAD IMPROVEMENT AND  
TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECT AND  
ADOPT RESOLUTION 3930 FOR HIGHWAYS-THROUGH-CITIES FUNDING  
ADOPT RESOLUTION 3931 FOR HIGHWAYS-THROUGH-CITIES FUNDING AND  
ADOPT RESOLUTION 3945 FOR ALLOCATION OF AID-TO-CITIES FUNDS  
CITIES OF ARCADIA AND PASADENA-COUNTY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 5)  
(4 VOTES)**

### **SUBJECT**

This action is to approve the cooperative agreements between the Cities of Arcadia and Pasadena and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of the Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue roadway pavement improvement project, including traffic signals modification and synchronization; adopt the resolution authorizing County Highways-Through-Cities (HTC) financial assistance to the City of Pasadena to modify and synchronize the traffic signals at the intersections of Foothill Boulevard with Rosemead Boulevard, 210 Freeway on- and off-ramps, and Michillinda Avenue; adopt the resolution authorizing County HTC financial assistance to the City of Arcadia to modify and synchronize the traffic signal at the intersection of Foothill Boulevard with Michillinda Avenue; and adopt the resolution authorizing County Aid-to-Cities (ATC) funds to the City of Arcadia to improve the roadway pavement at the intersection of Foothill Boulevard and Michillinda Avenue, construct curb ramps, remove the existing median on Foothill Boulevard east of Michillinda Avenue, and install vehicle detectors at the following two intersections: Foothill Boulevard at Baldwin Avenue East and Foothill Boulevard at Santa Anita Avenue within the City of Arcadia as part of the same synchronization route project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue roadway pavement improvement project, including the affected intersections and traffic signals modification and synchronization program, is categorically exempt from the California Environmental Quality Act.
2. Adopt Resolution 3930 finding that the project is of general County interest and that County-aid in the form of Highways-Through-Cities funds toward the cost of traffic signals modification and synchronization shall be provided to the City of Pasadena in accordance with all applicable provisions of law relating to the funds derived from Proposition C local sales tax in the amount of \$129,880.
3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated Highways-Through-Cities funds for the City of Pasadena in the amount of \$12,988 for any costs of unforeseen items that may occur, thereby increasing the maximum County's contribution from \$129,880 to \$142,868.
4. Adopt Resolution 3931 finding that the project is of general County interest and that County-aid in the form of Highways-Through-Cities funds toward the cost of traffic signals modification and synchronization shall be provided to the City of Arcadia in accordance with all applicable provisions of law relating to the funds derived from Proposition C local sales tax in the amount of \$16,800.
5. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated Highways-Through-Cities funds for the City of Arcadia in the amount of \$1,680 for any costs of unforeseen items that may occur, thereby increasing the maximum County's contribution from \$16,800 to \$18,480.
6. Adopt Resolution 3945 finding that the project is of general County interest and that County-aid in the form of Aid-to-Cities funds toward the cost of roadway and intersection improvements shall be provided to the City of Arcadia in accordance with all applicable provisions of law relating to the funds derived from the Highway Users Tax in the amount of \$80,670.
7. Approve the project and instruct the Chairman of the Board to sign the cooperative agreements with the Cities of Arcadia and Pasadena for the project. The cooperative agreements provide for the County to perform the preliminary engineering and final design and administer construction of the project, with the Cities of Arcadia and Pasadena and the County to finance their respective jurisdictional shares of the cost of the project. The total project cost is currently estimated to be \$2,961,000 with the City of Arcadia's share estimated to be \$154,470, the City of Pasadena's share estimated to be \$946,400, and the County's share estimated to be \$1,860,130.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for the Board to approve the enclosed cooperative agreements with the Cities of Arcadia and Pasadena to provide financing and delegation of responsibilities for the design and construction of the Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue road improvements, traffic signals modification and synchronization of the intersections of Foothill Boulevard with Rosemead Boulevard, 210 Freeway on- and off-ramps, and Michillinda Avenue and performance of other appurtenant work.

Board adoption of the enclosed Resolution 3930 approves a County contribution of \$129,880 HTC funds to finance a portion of the City of Pasadena's jurisdictional share of the project cost.

Also, Board adoption of the enclosed Resolution 3931 approves a County contribution of \$16,800 HTC funds to finance a portion of the City of Arcadia's jurisdictional share of the project cost.

Additionally, Board adoption of the enclosed Resolution 3945 approves County financial aid of \$80,670 ATC funds to finance a portion of the City of Arcadia's jurisdictional share of the project cost.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the roadway pavement and traffic signals, residents of the Cities of Arcadia and Pasadena and nearby cities and unincorporated County communities who travel on Foothill Boulevard will benefit and have improved traffic flow and improved quality of life.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The project is partially within the Cities of Arcadia and Pasadena. The total project cost is estimated to be \$2,961,000 with the City of Arcadia's share estimated to be \$154,470, the City of Pasadena's share estimated to be \$946,400, and the County's share estimated to be \$1,860,130. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction, engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The traffic signals synchronization and modification portion of the project cost is financed with \$853,820 in grant funds received from the Los Angeles County Metropolitan Transportation Authority (LACMTA) 2007 Call for Projects for the San Gabriel Valley Forum Traffic Signal Corridor and \$313,180 in local matching funds. On an annual basis, a \$2,500,000 Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for the County's Traffic Congestion Management Program. The local share of the cost of the project in the amount of \$313,180 will be funded from this Top-of-Pot allocation.

The City of Arcadia's jurisdictional share of the project cost will be financed by LACMTA Call for Projects grant funds administered by the County estimated to be \$47,000, a County HTC contribution estimated to be \$16,800, by claiming \$80,670 of its available ATC funds, and by depositing other City of Arcadia funds in the amount of \$10,000 in cash. The County's anticipated expenses for the ATC program are budgeted annually in the Road Fund Budget administered by the Department of Public Works.

The City of Pasadena's jurisdictional share of the project cost will be financed by LACMTA Call for Projects grant funds administered by the County estimated to be \$346,520, a County HTC contribution estimated to be \$129,880, and by assigning to the County its Federal Surface Transportation Program-Local funds currently estimated to be \$470,000.

The necessary funds required for the preliminary engineering cost of this project is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund and

Proposition C Local Return Fund Budgets. Sufficient funds will be available in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2014-15 Road Fund and Proposition C Local Return Fund Budgets to finance the construction cost of the project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreements and the resolutions have been approved, as to form, by County Counsel and the agreements have been executed by the Cities of Arcadia and Pasadena.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The cooperative agreements provide for the County to perform the preliminary engineering and administer construction of the project with the Cities and County to finance their respective shares of the project cost. The Cities' actual costs will be based upon a final accounting after completion of the project.

HTC is authorized and governed by Sections 1680–1683 of the California Streets and Highways Code providing that the Board of Supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County-aid shall be extended therefore. County-aid may be provided in the form of labor, equipment, and materials.

ATC is authorized and governed by Sections 1680–1684 and 1686 of the California Streets and Highways Code. The County's ATC program is governed by policies adopted by the Board on September 28, 1982, Item 69, and on March 20, 1990, Item 40. The 1982 policy provides for 14 percent of the County's Gasoline Tax funds received under Section 2104 of the Streets and Highways Code to be allocated annually to cities by a formula prescribed under Section 2106.3 of the Streets and Highways Code and spent by cities in accordance with the authorizing Streets and Highways Code sections.

The 1990 Board action revised the policy for the Fiscal Year 1989-90 ATC funds allocations. The policy provides for all 1989-90 ATC funds to be utilized as follows: (1) Regional Traffic Signal Synchronization projects, (2) Transportation Systems Management and Congestion Management projects that improve regional traffic mobility, and (3) design, acquisition of right of way, and construction of city streets on the County Highway Plan that are of general County interest and regional significance, providing that the regional priorities in 1 and 2 are met to the satisfaction of the County Director of Public Works.

Beginning in Fiscal Year 1990-91, annual ATC allocations were discontinued. However, some cities have yet to claim the ATC funds allocated to them in the preceding years.

We have reviewed the traffic signal synchronization improvements in the City of Arcadia and have determined that the work meets all of the Board's previously adopted criteria for use of ATC funds. The requested amount of \$80,670 represents all of the money remaining to the credit of the City of Arcadia in its County ATC allocation of funds.

## **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the California Environmental Quality Act pursuant to Sections 15301(c), 15302(c), and 15304(b) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2, 4, 5, 11, 14, 19, and 22, Classes 2(e) and 4(c) of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for modification of existing traffic signal systems, installation of new traffic signal systems, repairs and maintenance, resurfacing or reconstruction of existing roadway pavement, curbs, gutters, sidewalk, driveway, curb ramps, new highway channelization, maintenance of existing roadway facilities, replacement or reconstruction of existing facilities involving no expansion of capacity, and new pavement pavers in the raised medians.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Foothill Boulevard project is jurisdictionally shared with the Cities of Arcadia and Pasadena. The project is scheduled to be advertised for construction bids in the spring of 2014 pending the County obtaining the necessary State approvals.

At the conclusion of the project, the Cities of Arcadia and Pasadena and the County will continue to maintain and operate their facilities to be improved by the project, and there is no impact on current County services.

## **CONCLUSION**

Please return one adopted copy of this letter, two originals of the cooperative agreement for the City of Arcadia, two originals of the cooperative agreement for the City of Pasadena, and three copies of the resolutions to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**RESOLUTION 3930 OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO  
THE CITY OF PASADENA FOR THE PURPOSE OF  
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF PASADENA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, TSSP is of general interest to CITY and COUNTY; and

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Four Hundred Seventy-Six Thousand Four Hundred and 00/100 Dollars (\$476,400.00); and

WHEREAS, the CITY share of the TSSP cost will be financed with Three Hundred Forty-Six Five Hundred Twenty Thousand and 00/100 Dollars (\$346,520.00) in Los Angeles County Metropolitan Transportation Authority (LACMTA) 2007 Call for Projects grant funds administered by the COUNTY for the San Gabriel Valley Forum Traffic Signal Corridors and One Hundred Twenty-Nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$129,880.00) in local matching funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P0008121 between COUNTY and LACMTA; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TSSP is of general COUNTY interest and COUNTY-aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1683 of the California Streets and Highways Code, to extend aid to the CITY in the amount of One Hundred Twenty-Nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$129,880.00) for the TSSP from the Proposition C Local Return Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the COUNTY'S estimated Highways-Through-Cities funds in the amount of Twelve Thousand Nine Hundred Eighty-Eight and 00/100 Dollars (\$12,988.00) for any costs of unforeseen items that may occur, thereby increasing the maximum COUNTY'S contribution from One Hundred Twenty-Nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$129,880.00) to One Hundred Forty-Two Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$142,868.00).

SECTION 4. The financial obligations of COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding P0008121 between COUNTY and LACMTA.

SECTION 5. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was adopted on the 7<sup>th</sup> day of January, 2014, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By

Deputy



**RESOLUTION 3931 OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO  
THE CITY OF ARCADIA FOR THE PURPOSE OF  
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF ARCADIA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, TSSP is of general interest to CITY and COUNTY; and

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Sixty-Three Thousand Eight Hundred and 00/100 Dollars (\$63,800.00); and

WHEREAS, the CITY share of the TSSP cost will be financed with Forty Seven Thousand and 00/100 Dollars (\$47,000.00) in Los Angeles County Metropolitan Transportation Authority (LACMTA) 2007 Call for Projects grant funds administered by the COUNTY for the San Gabriel Valley Forum Traffic Signal Corridors and Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00) in local matching funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P0008121 between COUNTY and LACMTA; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TSSP is of general COUNTY interest and COUNTY-aid shall be extended therefor.



SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1683 of the California Streets and Highways Code, to extend aid to the CITY in the amount of Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00) for the TSSP from the Proposition C Local Return Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the COUNTY'S estimated Highways-Through-Cities funds in the amount of One Thousand Six Hundred Eighty and 00/100 Dollars (\$1,680.00) for any costs of unforeseen items that may occur, thereby increasing the maximum COUNTY'S contribution from Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00) to Eighteen Thousand Four Hundred Eighty and 00/100 Dollars (\$18,480.00).

SECTION 4. The financial obligations of COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding P0008121 between COUNTY and LACMTA.

SECTION 5. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was adopted on the 7<sup>th</sup> day of January, 2014, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By [Signature]  
Deputy

**RESOLUTION 3945  
ALLOCATION OF CITY OF ARCADIA  
AID-TO-CITIES FUNDS**

WHEREAS, the CITY OF ARCADIA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to improve the intersection of Foothill Boulevard and Michillinda Avenue and remove the existing median on east Foothill Boulevard east of Michillinda Avenue, which work is (hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, COUNTY proposes to construct ROADWAY IMPROVEMENTS; and

WHEREAS, portions of ROADWAY IMPROVEMENTS are located and will be utilized within the jurisdictional limit of CITY; and

WHEREAS, ROADWAY IMPROVEMENTS is of general interest to CITY and COUNTY; and

WHEREAS, the CITY'S share of the total cost of ROADWAY IMPROVEMENTS is currently estimated to be Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$49,400.00); and

WHEREAS, the CITY has a credit of Eighty Thousand Six Hundred Seventy and 00/100 Dollars (\$80,670.00) allocated to it under the County Aid-to-Cities funds from Fiscal Year 1989-90; and

WHEREAS, the Board of Supervisors of said County intends to allocate City of Arcadia Aid-to-Cities funds in the amount of Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$39,400.00) toward the CITY'S share of the cost of the aforementioned project; and the remaining amount of Forty-One Thousand Two Hundred Seventy and 00/100 Dollars (\$41,270.00) to finance the CITY'S share of the cost of video detection at the intersection of Foothill Boulevard and Michillinda Avenue and at the intersection of Foothill Boulevard with Baldwin Avenue East within the CITY per the following table and at COUNTY'S discretion:

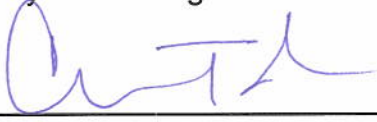
Intersection	Thomas Guide	Jurisdiction Shared	Maintained By	Maintenance Agreement
Foothill Boulevard at Michillinda Avenue	566-H4	Arcadia 13% County 60% Pasadena 27%	County	County 41096  County 40947
Foothill Boulevard at Baldwin Avenue East	567-D4	Arcadia	Arcadia	

NOW, THEREFORE, BE IT RESOLVED, County-aid shall be provided, therefore, to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax, in the amount of Eighty Thousand Six Hundred Seventy and 00/100 Dollars (\$80,670.00) of City of Arcadia Aid-to-Cities funds, to be made available from the Road Fund for this purpose, is hereby allocated to the aforementioned project upon execution of the cooperative agreement provided that immediately upon completion of the project if any portion of said sum shall not have been so used and expended for the work specified, the sum or sums so remaining unexpended shall be returned to the County of Los Angeles Director of Public Works immediately and deposited in the Road Fund.

The foregoing Resolution was adopted on the 7<sup>th</sup> day of January, 2014, by the Board of Supervisors of the County of Los Angeles an ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

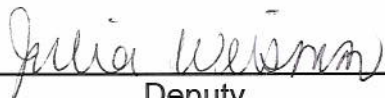


SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By   
Deputy



## AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY, the City of Pasadena, and COUNTY propose to improve the roadway pavement on Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue, including the intersection of Foothill Boulevard and Michillinda Avenue, installing and constructing curb ramps, removing the existing median on Foothill Boulevard east of Michillinda Avenue (which work is hereinafter referred to as ROADWAY IMPROVEMENTS), to upgrade the traffic signals, replace poles and mast arms, and replace vehicle heads at the intersection of Foothill Boulevard and Michillinda Avenue, which work is hereinafter referred to as Traffic Signal Synchronization Program (TSSP); and to install video vehicle detectors at the following two intersections (which this work is hereinafter referred to as VIDEO DETECTORS); and

Intersection	Thomas Guide	Jurisdiction Shared	Maintained By	Maintenance Agreement
Foothill Boulevard at Michillinda Avenue	566-H4	Arcadia 13% County 60% Pasadena 27%	County	County 41096  County 40947
Foothill Boulevard at Baldwin Avenue East	567-D4	Arcadia	Arcadia	

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Pasadena, and COUNTY, and a separate agreement between the City of Pasadena and COUNTY is being executed covering the portion of PROJECT within the City of Pasadena's jurisdiction; and

WHEREAS, ROADWAY IMPROVEMENTS, TSSP, and VIDEO DETECTORS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Pasadena, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pasadena, and COUNTY; and

WHEREAS, CITY, the City of Pasadena, and COUNTY are each responsible for their jurisdictional portions of the operation and maintenance of the traffic signals and signal systems along Foothill Boulevard, have memorialized their understanding regarding their relative rights, obligations, and duties in a separate agreement, and nothing in this AGREEMENT shall be construed as changing the role of COUNTY or CITY in operating and maintaining the traffic signals within COUNTY'S and CITY'S respective jurisdictions; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, solicitation of construction bids and award of construction contract, construction inspection and engineering, materials testing, construction survey, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, the sum of COST OF ROADWAY IMPROVEMENTS, COST OF TSSP, and COST OF VIDEO DETECTORS as defined in paragraph 1) d., 1) e., and 1) f., of this AGREEMENT is hereinafter referred to as COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Nine Hundred Sixty-One Thousand and 00/100 Dollars (\$2,961,000.00) with CITY'S estimated jurisdictional share being One Hundred Fifty-four Thousand Four Hundred and 00/100 Dollars (\$154,470.00), City of Pasadena's estimated jurisdictional share being Nine Hundred Forty-six Thousand Four Hundred and 00/100 Dollars (\$946,400.00), and COUNTY'S estimated share being One Million Eight Hundred Six Thousand One Hundred Thirty and 00/100 Dollars (\$1,860,130.00); and

WHEREAS, CITY and COUNTY are each willing to finance their respective jurisdictional shares of COST OF ROADWAY IMPROVEMENTS and COST OF VIDEO DETECTORS as described in paragraph 4) b., below; and

WHEREAS, COUNTY has obtained a 2007 Call for Projects grant for the San Gabriel Valley Forum Traffic Signal Corridors project from the Los Angeles County Metropolitan Transportation Authority (LACMTA) up to a maximum of Ten Million Eight Hundred Thousand and 00/100 Dollars (\$10,800,000.00) with COUNTY matching funds of Three Million Eight Hundred Fifty-Seven Thousand and 00/100 Dollars (\$3,857,000.00); and

WHEREAS, said 2007 Call for Projects grant is secured pursuant to Memorandum of Understanding (MOU) P000F1321 between COUNTY and LACMTA, dated June 27, 2009, and said MOU is consistent with the scope of work for TSSP; and

WHEREAS, COUNTY is willing to utilize a portion of the funding provided for in COUNTY-LACMTA MOU P000F1321 for TSSP and COUNTY matching funds to finance the entire COST OF TSSP, currently estimated to be One Million One Hundred Sixty-Seven Thousand and 00/100 Dollars (\$1,167,000.00); and

WHEREAS, CITY'S jurisdictional share of COST OF TSSP, currently estimated to be Sixty-Three Thousand Eight Hundred and 00/100 Dollars (\$63,800.00), will be financed by LACMTA grant funds, currently estimated to be Forty-Seven Thousand and 00/100 Dollars (\$47,000.00), and COUNTY matching funds consisting of a COUNTY Highways-Through-Cities (HTC) contribution to CITY of Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00); and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$49,400.00), by claiming Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$39,400.00) of its available COUNTY Aids-to-Cities (ATC) funds from the Fiscal Year 1990-91 allocation or preceding years, and depositing other CITY funds in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) in cash; and

WHEREAS, CITY is further willing to finance its jurisdictional share of COST OF VIDEO DETECTORS, currently estimated to be Forty-One Thousand Two Hundred Seventy and 00/100 Dollars (\$41,270.00), by claiming its available remaining balance of COUNTY ATC funds in the amount of Forty-One Thousand Two Hundred Seventy and 00/100 Dollars (\$41,270.00); and

WHEREAS, PROJECT is of general COUNTY interest, and COUNTY is willing to utilize CITY'S ATC funds as credit toward a portion of the CITY'S share of COST OF ROADWAY IMPROVEMENTS and COST OF VIDEO DETECTORS and to grant HTC funds to CITY to finance a portion of CITY'S share of TSSP; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 and 1686 of the California Streets and Highways Code.

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF ROADWAY IMPROVEMENTS, as referred to in this AGREEMENT, shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of ROADWAY IMPROVEMENTS, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF TSSP, as referred to in this AGREEMENT, shall consist of all costs incurred in connection with completion of the TSSP including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, construction contract, contract administration, construction inspection and engineering, materials testing, required



materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of TSSP, and all other work necessary to construct TSSP in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- f. **COST OF VIDEO DETECTORS**, as referred to in this AGREEMENT, shall consist of all costs incurred in connection with completion of the VIDEO DETECTORS including, without limitation, the **COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN**, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of VIDEO DETECTORS, and all other work necessary to construct VIDEO DETECTORS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. **COST OF CONSTRUCTION CONTRACT**, as referred to in this AGREEMENT, shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- h. **CONSTRUCTION ADMINISTRATION**, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- i. **COST OF PROJECT**, as referred to in this AGREEMENT, shall consist of the **COST OF CONSTRUCTION CONTRACT**, **COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN**, and cost of **CONSTRUCTION ADMINISTRATION**, right-of-way acquisition and clearances matters, and all other work necessary to complete PROJECT in accordance with the

approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- j. Completion of PROJECT, as referred to in this AGREEMENT, shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the road improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS currently estimated to be Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$49,400.00) the actual amount of which are to be determined by a final accounting, pursuant to paragraph 4) b., below.
- b. To claim Forty-One Thousand Two Hundred Seventy and 00/100 Dollars (\$41,270.00) of its available COUNTY ATC allocation of funds as full and final payment of CITY'S jurisdictional share of COST OF VIDEO DETECTORS, such claim to be effective upon full execution of this AGREEMENT with no further action required by CITY.
- c. To claim Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$39,400.00) of its available COUNTY ATC allocation of funds as credit toward a portion of its jurisdictional share of COST OF ROADWAY IMPROVEMENTS, such claim being effective upon full execution of this AGREEMENT with no further action required by CITY, and to deposit with COUNTY Ten Thousand and 00/100 Dollars (\$10,000.00) to finance its remaining estimated jurisdictional share of COST OF ROADWAY IMPROVEMENTS, hereinafter referred to as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY.
- d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way for which CITY owns or has an easement that is necessary for the construction of PROJECT.
- e. To provide COUNTY with conditions for issuance of encroachment, excavation, construction permit, and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

- f. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- g. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
- h. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities, facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- j. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of ROADWAY IMPROVEMENTS and VIDEO DETECTORS within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To utilize the CITY'S ATC funds and apply a credit of Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$39,400.00) to finance CITY'S jurisdictional share of ROADWAY IMPROVEMENTS, and to utilize the remaining balance of CITY'S ATC funds estimated to be Forty-One Thousand Two Hundred Seventy and 00/100 Dollars (\$41,270.00) to finance CITY'S jurisdictional share of VIDEO DETECTORS at the

aforementioned intersections of Foothill Boulevard with Michillinda Avenue and Baldwin Avenue.

- c. To finance COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS and COST OF VIDEO DETECTORS, currently estimated to be One Million Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$1,324,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph 4) b., below.
- d. To finance the entire COST OF TSSP, currently estimated to be One Million One Hundred Sixty-Seven Thousand and 00/100 Dollars (\$1,167,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph 4) b., below. Said COST OF TSSP includes a COUNTY HTC contribution to CITY, currently estimated to be Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00), to finance CITY'S jurisdictional share of matching funds pursuant to COUNTY-LACMTA MOU P000F1321.
- e. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- f. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- h. To provide all change orders for ROADWAY IMPROVEMENTS within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.
- i. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor and/or final reimbursement from LACMTA, whichever comes last, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- j. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

- k. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Upon completion of PROJECT, the traffic signal constructed as part of PROJECT within CITY at the intersection of Foothill Boulevard and Michillinda Avenue will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 41096 between the CITY and COUNTY.
  - b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
  - c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
  - d. That if at final accounting, CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS exceed the sum of CITY'S credit of COUNTY ATC funds and CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY share less the sum of LACMTA grant funds and HTC contribution fund, is less than the amount of CITY'S PAYMENT, COUNTY shall credit the difference to CITY'S available ATC fund balance to fund a portion of the cost of video detection

installation within thirty (30) days of the date COUNTY furnishes CITY with the final accounting without further action by CITY.

- e. That if CITY'S payment, as set forth in paragraph (4) d., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- f. That if CITY'S payment, as set forth in paragraph (4) d., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. For the portion of ROADWAY IMPROVEMENTS in CITY'S JURISDICTION, COUNTY hereby assigns to CITY all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- j. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Thomas W. Tait  
Director of Public Works  
City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91007

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- l. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an AGREEMENT enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an AGREEMENT pursuant to 42 U.S.C. Section 9607(e),



Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- n. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an AGREEMENT enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an AGREEMENT pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- p. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT (as defined in Section 895 of said code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of

Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- q. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32046 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF ARCADIA on NOVEMBER 25, 2013, and by the COUNTY OF LOS ANGELES on January 7, 2014.

COUNTY OF LOS ANGELES

By Don Krake  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By Julia Weyman  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

**#29 JAN 07 2014**

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CITY OF ARCADIA

By Mindy Segal  
Mayor

Date 11-25-2013

ATTEST:  
By [Signature]  
City Clerk

APPROVED AS TO FORM:

By Stephen P. Deutsch  
City Attorney

**AGREEMENT AND ASSIGNMENT OF  
FEDERAL SURFACE  
TRANSPORTATION PROGRAM – LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, is made and entered into by and between the CITY OF PASADENA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement on Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue, including installing and reconstructing curb ramps, installing pavers in the existing raised medians (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and to upgrade the traffic signals, replace poles and mast arms, replace vehicle heads, and install vehicle detectors at the following three intersections, (which work is hereinafter referred to as TSSP); and

Intersection	Thomas Guide	Jurisdiction Shared	Maintenance Agreement
Foothill Boulevard at Rosemead Boulevard	566-H4	Caltrans 50% Pasadena 50%	State Maintained
Foothill Boulevard at 210 Freeway Ramps	566-H4	Caltrans 25% County 25% Pasadena 50%	State Maintained Caltrans 10646
Foothill Boulevard at Michillinda Avenue	566-H4	Arcadia 13% County 60% Pasadena 27%	County 41096 County 40947

WHEREAS, the intersections of Foothill Boulevard at Rosemead Boulevard, Foothill Boulevard at 210 Freeway Ramp Rosemead, and Foothill Boulevard at Michillinda Avenue are or will soon become a part of the COUNTY'S Traffic Signal Synchronization Program; and

WHEREAS, ROADWAY IMPROVEMENTS and TSSP together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Arcadia, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along Foothill Boulevard and memorialized their understanding regarding their relative rights, obligations, and duties as part of CITY Agreement 19,705, executed on July 30, 2008, by CITY and on February 11, 2009, by COUNTY; and

WHEREAS, CITY and COUNTY executed an Amendment to Agreement 19,705 on November 14, 2012, to provide for an expansion of the existing TSSP to include segment of Foothill Boulevard from Rosemead Boulevard to Michillinda Avenue; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, solicitation of construction bids and award of construction contract, construction inspection and engineering, materials testing, construction survey, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, the sum of COST OF ROADWAY IMPROVEMENTS and COST OF TSSP as defined in paragraph 1) d., and 1) e., of this AGREEMENT AND ASSIGNMENT is hereinafter referred to as COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, CITY and COUNTY are each willing to finance their respective jurisdictional shares of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b., below; and

WHEREAS, COUNTY has obtained a 2007 Call for Projects grant for the San Gabriel Valley Forum Traffic Signal Corridors project from the Los Angeles County Metropolitan Transportation Authority (LACMTA) up to a maximum of Ten Million Eight Hundred Thousand 00/100 Dollars (\$10,800,000.00) with COUNTY matching funds of Three Million Eight Hundred Fifty-seven Thousand and 00/100 Dollars (\$3,857,000.00); and

WHEREAS, said 2007 Call for Projects grant is secured pursuant to Memorandum of Understanding (MOU) P000F1321 between COUNTY and LACMTA, dated June 27, 2009; and said MOU is consistent with the scope of work for TSSP; and

WHEREAS, COUNTY is willing to utilize a portion of the funding provided for in COUNTY-LACMTA MOU P000F1321 for TSSP and COUNTY matching funds to finance the entire COST OF TSSP, currently estimated to be One Million One Hundred Sixty-seven Thousand and 00/100 Dollars (\$1,167,000.00); and

WHEREAS, CITY'S jurisdictional share of COST OF TSSP, currently estimated to be Four Hundred Seventy-six Thousand Four Hundred and 00/100 Dollars (\$476,400.00), will be financed by LACMTA grant funds, currently estimated to be Three Hundred Forty-six Thousand Five Hundred Twenty and 00/100 Dollars (\$346,520.00), and COUNTY matching funds consisting of a COUNTY Highways-Through-Cities (HTC) contribution to CITY of One Hundred Twenty-nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$129,880.00); and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00), by assigning Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) of CITY'S available Federal Surface Transportation Program-Local (STP-L) funds to COUNTY in lieu of cash; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of Federal STP-L funds and utilize the assignment as credit towards the CITY'S share of COST OF ROADWAY IMPROVEMENTS; and

WHEREAS, the LACMTA has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be as defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT AND ASSIGNMENT.
- b. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost

estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

- c. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of ROADWAY IMPROVEMENTS, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF TSSP as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with completion of the TSSP including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of TSSP, and all other work necessary to construct TSSP in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.



- f. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- g. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- h. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT, COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, and cost of CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearances matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- i. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the road improvements within CITY'S JURISDICTION and respective traffic signal improvements are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be \$470,000, the actual amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph 4) b., below.
- b. To assign Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) of CITY'S available Federal STP-L funds to COUNTY as credit to finance its estimated jurisdictional share of COST OF ROADWAY IMPROVEMENTS. Such assignment shall be effective upon full execution

of this AGREEMENT AND ASSIGNMENT with no further action required by COUNTY.

- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way for which CITY owns or has an easement and that is necessary for the construction of PROJECT.
- d. To, in a timely manner, provide COUNTY with list of conditions for issuance of encroachment, excavation, and construction permits and any other special conditions at the time of plan approval of the construction bids. Such timeliness is intended to minimize the merit of contractor requests for work compensation that may be attributed to late changes in permit conditions.
- e. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S jurisdiction and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION to the extent such hazardous materials, chemicals, or contaminants are not caused, produced, and/or released by COUNTY.

- i. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To accept the CITY'S assignment of Federal STP-L funds and apply a credit of Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) to finance CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS.
- c. To finance COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be One Million Three Hundred Twenty-four Thousand and 00/100 Dollars (\$1,324,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph 4) b., below.
- d. To finance the entire COST OF TSSP, currently estimated to be One Million One Hundred Sixty-seven Thousand and 00/100 Dollars (\$1,167,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph 4) b., below. Said COST OF TSSP includes a COUNTY HTC contribution to CITY, currently estimated to be One Hundred Twenty-nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$129,880.00), to finance CITY'S jurisdictional share of matching funds pursuant to COUNTY-LACMTA MOU P000F1321.
- e. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- f. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION to the extent such hazardous materials, chemicals, or contaminants are not caused, produced, and/or released by CITY.

- h. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor and/or final reimbursement from LACMTA, whichever comes last, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
  - i. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT AND ASSIGNMENT.
  - j. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
  - a. Upon completion of PROJECT, the traffic signal constructed as part of PROJECT within CITY at the intersection of Foothill Boulevard and Michillinda Avenue will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40947 between the CITY and COUNTY.
  - b. The final accounting of the actual COST OF PROJECT shall allocate the COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work including signing and striping and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work including signing and striping and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
  - c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- d. That if at final accounting, CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS exceeds CITY'S assignment, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY Federal STP-L funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY share less the sum of LACMTA grant funds and HTC contribution fund, is less than the amount of said assignment, COUNTY shall credit the difference to CITY'S available Federal STP-L funds and/or remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting without further action by CITY.
- e. That if CITY'S payment, as set forth in paragraph (4) d., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT AND ASSIGNMENT currently in effect.
- f. That if CITY'S payment, as set forth in paragraph (4) d., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT AND ASSIGNMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.

- j. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Ms. Siobhan Foster  
Director of Public Works  
City of Pasadena  
100 North Garfield Avenue  
Pasadena, CA 91109-7215

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to

42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such



[illegible]

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF PASADENA on December 2, 2013, and by the COUNTY OF LOS ANGELES on January 7, 2014.

COUNTY OF LOS ANGELES

By Don Krabe  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



By Ante  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Ante  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By Julia Weisman  
Deputy

CITY OF PASADENA

By Jeff G. Smith  
City Manager

Date 12-2-13

ATTEST:

By Rita Buchanan, CMC  
City Clerk

APPROVED AS TO FORM:

By Ann L. Kim  
ASST City Attorney

**ADOPTED**  
BOARD OF SUPERVISORS

**#29 JAN 07 2014**

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER